PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No.:   09/779,973   Confirmation No.: 8174
Applicant(s):   Rodney D. Miller, et al.
Filed: February 9, 2001
Art Unit: 3628
Examiner: Clement B. Graham
Title: SYSTEMS AND METHODS FOR CONTINUOUS FARE SHOPPING
                AND VIRTUAL GROUPING OF ITINERARY REQUESTS

Docket No.:   023895/257912   September 29, 2005
Customer No.:   00826

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Commissioner for Patents
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Alexandria, VA 22313-1450

PRE-APPEAL REQUEST FOR REVIEW

Sir:

Applicant in the above-identified patent application hereby requests review of the
Official Action dated July 1, 2005, rejecting Claims 1-31 of the above-identified application.
This request is being filed concurrent with a Notice of Appeal, and no amendments are being
filed herewith.

Remarks/Arguments in support of this request begin on page 2 and end on page 6 of
this paper, and accordingly include no more than the five (5) pages of remarks permitted to be
provided.

REMARKS/ARGUMENTS

This communication is filed in response to the final Official Action of July 1, 2005. The final Office Action continues to reject Claims 1-30 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,134,534 to Walker et al. ("Walker"). The Office Action also rejects Claim 31 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Publication No. 20020065758 to Henley ("Henley"). As explained below, however, Applicants respectfully submit that the claimed invention includes statutory subject matter and is patentably distinct from each of Walker and Henley, taken individually or in combination, and respectfully request reconsideration and reversal of all of the aforementioned rejections.

I.   The Rejection of Claims 1-30 under § 102(e) is Overcome

The Office Action rejects Claims 1-30 under § 102(e) over Walker (see Amendment dated March 23, 2005 for a discussion of the Walker reference). In the Response to Arguments, the Office Action simply reiterates the rejections set forth in the Detailed Action and does not specifically address the arguments presented in the Applicant's previous Amendment dated March 23, 2005.

(a) Independent Claims 1, 12, and 19

Independent Claim 1 recites a system for auctioning consumer demand that includes a request adaptor that receives a first data set *(e.g.,* PNR) in a first protocol, converts the first data set into a second data set *(e.g.,* standard protocol such as EXtensible Markup Language) in a second intermediate protocol, and then converts the second data set into a third data set *(e.g.,* travel request) in a third protocol. Similarly, Claims 12 and 19 recite a system and method, respectively, that include a request adapter for receiving a PNR from a distribution system *(e.g.,* GDS) and converting the PNR into a travel request.

Walker does not disclose converting data sets or PNR's into travel requests. Walker only discloses that the buyer submits a conditional purchase offer ("CPO") to a CPO management system; there is no conversion of the CPO into a different data format for processing by the CPO management system. The CPO management process 1600 of Walker only discloses that the CPO management central server receives the customer information, itinerary, price, and other restrictions from the customer, and a record of the CPO is created in the CPO database 900.

Thereafter, the CPO management process submits the CPO to an evaluation process 1700 for comparison with CPO rules, where one or more sellers may accept or reject the CPO or submit a counteroffer. Walker only discloses using a PNR when a CPO ultimately results in a ticket being booked for the customer. The PNR is stored in the CPO database, but there is simply no teaching or suggestion that the PNR is converted into a travel request.

(b)   Independent Claim 27

Independent Claim 27 recites a method for booking a travel request that includes receiving the travel request, and continuously shopping the travel request at a distribution system. The method also includes reevaluating a price offered at the distribution system to fulfill the travel request, and booking the travel request at the distribution system if it is determined that an appropriate price is offered at the distribution system. As disclosed on page 11 of the specification of the present application, the dynamic packaging orchestrator and continuous shopping engine module ("DPO/CSE module") continuously shops for travel products or services that are capable of satisfying the travel request. Thus, the DPO/CSE module continuously shops the travel request at the GDS and reevaluates fares and availability at the GDS to find products or services that satisfy the travel request.

Walker does not teach or suggest continuously shopping a travel request at a distribution system and/or reevaluating a price offered at the distribution system to fulfill the travel request. In contrast, Walker only discloses that a buyer submits a CPO that includes a price and restrictions that the seller may accept, reject, or submit a counteroffer. Walker does not disclose monitoring fare changes or reservation cancellations in a GDS that are used to continuously shop for travel products or services that satisfy the travel request. Walker discloses that the CPO management system may query a CRS to identify possible flights that satisfy the customer's itinerary restrictions, but the system in Walker is not continuously shopping the CPO at the CRS or reevaluating the price offered at the CRS. In addition, counteroffers are not generated based on shopping the CPO at a GDS, and the price offered at the GDS to satisfy the travel request is not then reevaluated. Rather, the counteroffers are generated when a CPO does not otherwise satisfy the restrictions defined by a CPO rule, but falls within predefined tolerances of the CPO rule.

(c)   Independent Claim 30

Independent Claim 30 recites a dynamic packaging orchestrator and continuous shopping engine (DPO/CSE) that includes a dynamic packaging management module for dividing one or more grouped travel requests into a plurality of individual requests represented in the one or more grouped requests and creating additional requests based on flexibility rules. The DPO/CSE also includes a dynamic connection constructor module for receiving the one or more grouped requests and generating a list of alternate requests based on a consumer's flexibility, and submitting the alternate requests to the dynamic packaging management module. In addition, the DPO/CSE includes a bid management module for receiving the plurality of requests, the additional requests, and the alternate requests from the dynamic packaging management module.

Thus, the dynamic packaging management model may split up grouped travel requests into individual travel requests. For example, a request for flight, car, and hotel would be divided into three separate requests. In addition, flexibility rules (e.g., alternate airlines, etc.) specified by the consumer may be used to create additional requests for submitting to sellers for bidding along with the individual requests. Moreover, the dynamic flight connection constructor module generates a list of alternative requests that may include, for example, multiple connections between departure and arrival location for a flight in the original travel request. Each of the individual, additional, and alternate requests are offered to sellers for bidding.

In contrast, Walker does not disclose dividing one or more grouped travel requests into a plurality of individual requests represented in the one or more grouped requests. A customer submits a CPO for a specific product or service, such as airline or cruise tickets. Although Walker discloses that the system is also applicable to automobiles, insurance, computer equipment, or hotel accommodations, Walker does not disclose submitting a CPO that may be subsequently split into more than one travel request.

Furthermore, Walker does not disclose creating additional requests based on flexibility rules. A CPO is a binding offer that a seller may accept, reject, or submit a counteroffer. The buyer submits a CPO that includes one or more conditions for the purchase of goods and/or services, and even though the CPO is "conditional," the buyer is bound if the seller accepts the CPO. As such, Walker does not disclose using flexibility rules to create additional CPO's based

on flexibility rules since the CPO is meant to be binding and submitting more than one CPO would create multiple binding offers. As disclosed in Walker, "[a] CPO is a binding offer containing one or more conditions submitted by a customer for the purchase of a product, such as a good or service, including airline or cruise travel, at a customer-defined price" (Walker, col. 2, lines 63-67). Thus, it seems counterintuitive to the teaching of Walker to create additional binding requests based on flexibility rules given that the customer would be bound to more than one good or service if accepted by respective sellers.

Similarly, Walker also does not teach or suggest generating a list of alternate requests based on a consumer's flexibility. As described above, Walker only discloses that a consumer submits a binding CPO to a CPO management system. Since the submission of the CPO is a binding offer, Walker not only fails to describe the generation of alternate requests, but the generation of multiple requests would prove unworkable in Walker since the multiple requests would effectively create several binding offers. As also recited by Claim 30, each of the individual, additional, and alternate requests are submitted for bidding, and the bid management module determines whether one or more of the bids are acceptable before booking. Thus, Walker teaches away from using several bids given the binding effect of a CPO when accepted.

Therefore, Applicants respectfully submit that independent Claims 1, 12, 19, 27, and 30 are distinguishable from Walker, and that the rejection under 35 U.S.C. § 102(e) has been overcome. Since the dependent claims include each of the recitations of a respective independent claim, the rejection of the dependent claims is also overcome for at least the same reasons as described above in conjunction with the independent claims.

II.   The Rejection of Claim 31 under § 102(e) is Overcome

The Office Action rejects Claim 31 under § 102(e) over Henley. Henley discloses a method and system for provision and acquisition of medical services and products. For example, medical service providers may list services to be performed, scheduling dates, and an offering price for the services. Buyers may access the listed services and submit bids on a bidding database, and if the bid meets the specifications in the offer to sell, the bid is accepted. Henley also discloses that buyers may submit bids on a "services wanted" bidding database at a price set by the buyer, and sellers may submit offers to provide the requested service at a seller-set price,

which the buyer may or may not choose to accept. Moreover, Henley discloses that the offering price of services can be automatically adjusted as patients purchase offered services and in response to the anticipated degree of utilization of the offered services. For instance, the price of the medical services may be decreased during periods of underutilization.

In contrast to the disclosure of Henley, Claim 31 recites repeatedly shopping a request at a distribution system in pre-determined time intervals until the request is satisfied. Henley does not disclose that the buyers' offers for medical services are repeatedly shopped on the bidding database. Rather, a buyer submits a bid for medical services when the price is acceptable to the buyer; there is no reshopping of the buyer's bid on the bidding database. Although Henley discloses adjusting the price automatically in response to the degree of utilization of the facility's schedule, the prices are not adjusted in pre-determined time intervals, as the prices are adjusted in response to consumer demand, which may vary widely depending on the type of service and/or the needs of the consumers. As disclosed on page 11 of the present application, the DPO/CSE module may utilize time triggers to cause a re-shop if an interval of time passes without a fare or availability event triggering a reevaulation of the request. In this regard, even assuming that the adjustment of the prices of the medical services based on the degree of utilization corresponds to "repeatedly shopping," the medical services are not repeatedly shopped in pre-determined time intervals. Furthermore, the Examiner appears to cite portions of Walker in rejecting the remaining steps of Claim 31, although Henley purportedly anticipates the claim. In any event, we believe that the combination also fails to teach or suggest independent Claim 31, as Walker also does not disclose continuously or repeatedly shopping a travel request at a distribution system (see *I(b)* above discussing independent Claim 27).

Therefore, Applicants submit that the rejection of Claim 31 under 35 U.S.C. § 102(e) is overcome since neither Henley nor Walker, taken alone or in combination, teach or suggest repeatedly shopping a request at a distribution system in pre-determined time intervals until the request is satisfied.

Appl. No.: 09/779,973
Amdt. dated 09/29/05
Reply to Office action of July 1, 2005

CONCLUSION

For at least the foregoing reasons, Applicants respectfully request that the rejections be reversed and that a Notice of Allowance be issued.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.
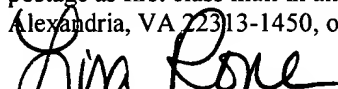
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CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Mail Stop AF, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on September 29, 2005

Lisa Rone